

# DEVORAN VILLAGE HALL

## CONDITIONS OF HIRE

"The Committee":	The Trustees of Devoran Village Hall (Registered Charity Number 300540)
"The Hall":	Devoran Village Hall, Quay Road, Devoran, Truro TR3 6PW (or any part of it)
"The Hirer":	Any person(s), company, partnership, LLP or statutory body hiring the Hall
"The Booking Secretary"	The member of the Committee nominated as Booking Secretary

***BY BOOKING YOU FORMALLY ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPTED THE CONDITIONS OF HIRE.***

### **1. Care of the Hall**

1.1 THE HIRER will, during the period of hiring, be responsible for supervision of the Hall, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the Hall whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of the highway.

1.2 AT THE END of the hiring, the Hirer shall be responsible for leaving the Hall and surrounds in a clean and tidy condition, properly locking and securing it unless directed otherwise, properly replacing any contents temporarily removed from their usual positions, and particularly for restacking the chairs and tables if used. All refuse and recyclable material should be removed from inside the Hall and taken home. Otherwise the Committee shall be entitled to make an additional charge for emergency cleaning or work required to put the Hall back to a hireable condition.

1.3 THE HIRER shall indemnify the Committee for the cost of repair of any damage done to any part of the Hall including the curtilage thereof or the contents of the Hall which may occur during the period of the hiring as a result of the hiring.

### **2. Use of the Hall**

2.1 THE HIRER shall not sub-hire the Hall or use or allow the Hall to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Hall anything which may endanger the same or any insurance policies or licenses in respect thereof.

2.2 THE HIRER shall be responsible for adequate supervision of all persons invited into the Hall during the period of hiring.

### **3. Sale of Alcohol**

The HIRER must not sell intoxicating liquor or offer alcohol for donations or as part of a ticket price without:

3.1 Prior permission from the Booking Secretary.

3.2 The HIRER obtaining a Temporary Events Notice (TEN) in accordance with the Licensing Act 2013 and advising the date of application for the license to the Booking Secretary at least 48 hours prior to the commencement of the period of hiring.

3.3 Supplying to the Booking Secretary at least 48 hours prior to the commencement of the period of hiring details of the person named on the TEN who will be responsible for the sale or consumption of alcohol at the Hall throughout the period of hire.

#### **4. Fire and Safety Precautions**

4.1 THE HIRER shall comply with all conditions and regulations in the Entertainment Licence held by the Committee (see Information for Hirers leaflet) in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

4.2 THE HIRER shall familiarise themselves with the fire safety guidance displayed in the Hall.

4.3 Smoking is not permitted in the Hall.

#### **5. Booking**

5.1 BOOKING CONTRACT. Anyone booking the Hall must be aged 18 or over.

5.2 BOOKING ACCEPTANCE. The Committee reserves the right to decline any booking request.

5.3 ALL BOOKINGS must be made via the Booking Secretary or through the online booking system on Devoran Village Hall website link ([www.devoranvillagehall.org.uk](http://www.devoranvillagehall.org.uk)) to Hallmaster booking system. A non-refundable deposit is required at the time of booking and final payment is due prior to the event, for which an invoice will be sent.

5.4 IF THE HIRER wishes to cancel the booking within 7 days of the date of the event and the Booking Secretary is unable to replace the booking the repayment of the fee shall be at the discretion of the Booking Secretary.

5.5 THE BOOKING SECRETARY reserves the right to cancel a hiring in the event of the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by- election, or where the Hall is required as emergency accommodation, or as a shelter for victims of flooding, snowstorm, fire, explosion or other similar disaster, in which case the Hirer shall be entitled to a refund of any deposit or hire fee already paid, but shall not be entitled to any other compensation for any direct or indirect loss or damages whatsoever. In the event of the Hall being rendered unfit for the use for which it has been hired the Hirer shall be entitled to a refund of the hire fees, but the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.

#### **6. Child Protection/ Vulnerable adult**

The Committee endeavours to keep the premises safe for use by children and vulnerable adults and has a duty to safeguard such persons who utilise the hall and its facilities.

Organisations or Individuals hiring the Hall for activities for children/vulnerable adults (other than private parties) are required to have a Child Protection/Vulnerable Adults policy in place prior to booking. In addition, any User hiring the hall to provide a facility for Children (playgroups for example) will be required to show their DBS disclosure certificate to the Booking Secretary. If the Hirer delegates this requirement to other people it is the responsibility of the Hirer to vet these delegates for DBS disclosure. The only exception to the above is when the hall is hired for a private children's party, in such cases there is no requirement to vet the person(s) hiring the hall for these one-off events.

**IN THE EVENT OF A HIRER FAILING TO COMPLY WITH ANY OF THE ABOVE, DEVORAN VILLAGE HALL MANAGEMENT COMMITTEE RESERVE THE RIGHT TO REFUSE FURTHER BOOKINGS FROM THE HIRER.**